

LOCKHEED AIRCRAFT CORPORATION

MISSILE SYSTEMS DIVISION

Sunnyvale, California

CHANGED PURCHASE ORDER

DATE REQUIRED AT DESTINATION	DATE Rev. 1/21/59 12/30/58	PAGE 1	OF 10	PURCHASE ORDER NUMBER 100-9, Amendment No. 1
SEE PURCHASE ORDER NO. 100-9	MODEL	WORK ORDER REF. 2-1001	REQUEST NO. 100, 3-112	
AS REQUIRED	CONTRACT GOV. PURCHASE CONTRACT			
	PREFERENCE RATING			
	F. O. B. CANTER'S DOCK			
	SHIPPING POINT			
	VIA AIRMAIL OR AIR FREIGHT			

SHIP TO: LOCKHEED AIRCRAFT CORPORATION MISSILE SYSTEMS DIVISION 102 JAGELS ROAD SUNNYVALE, CALIFORNIA	DELIVER TO	ACCOUNT OR W. O. CHARGE 2-1001-8999	TERMS Net 30
			FOR RESALE? Yes

QUANTITY	UNIT	DESCRIPTION	PRICE
		To incorporate negotiated changes to the SCHEDULE and TERMS & CONDITIONS: <u>INCORPORATE</u> <u>STATEMENT:</u> During the period of 1 May 1958 thru 31 October 1959, Itak Corp. shall provide the necessary personnel, material, services, facilities, tooling and equipment to perform the design, development, fabrication, testing and delivery, as specified, of a complete photographic reconnaissance camera system for use in an orbiting satellite. The system shall A1 and A3 certifications required. This Order Supersedes and Cancels All Previous Orders Under This Same Number	SEE PURCHASE ORDER NO. 100-9

CERTIFICATIONS The following certifications are required if indicated above: A1. Materials and/or parts furnished on this order have been manufactured in accordance with all applicable instructions and specifications. A2. (On Packing Sheet) Materials and/or parts furnished on this order have been manufactured in accordance with all applicable instructions and specifications. Physical and Chemical data pertaining to this order are available for inspection. A3. (On Invoice) We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.	LOCKHEED AIRCRAFT CORPORATION Missile Systems Division 7 file RT 100 Subcontract Order 100 By _____ Authorized Purchasing Representative
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LOCKHEED AIRCRAFT CORPORATION**MISSILE SYSTEMS DIVISION**

Sunnyvale, California

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REQUEST NO.

D 1081, 35112

ITEK CORPORATION
700 CENTRE STREET
BOSTON 15, MASS.

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE
<p>be capable of photographing a given area of the earth's surface from the basic Bell 17L orbiting vehicle and shall be capable of traversing the exposed film into a recoverable capsule for eventual return to the surface of the earth. Neither the recovery system nor the final processing of the film are included within the requirements of this work statement. Itek Corp. shall assume responsibility for solution of a variety of technical problems and perform all work in general conformance with Itek Corp. proposal and specifications SI-9103-58-2h, dated 31 October 1958, as modified by Itek Corp. letter 9103-58-100, dated 29 December 1958, under the technical direction of Lockheed Aircraft Corporation, Missile Systems Division.</p>				
<p style="text-align: center;"><u>Reports</u></p>				
<p>Reports and deliveries as defined in Appendix B of Itek Corp. proposal and specifications SI-9103-58-2h, dated 31 October 1958, as listed below, and eliminating those report requirements which are not included in the following list:</p>				
<u>Item</u>	<u>Quantity</u>		<u>Rate</u>	
Briefing Aids for each Monthly Progress Meeting	1 set/ea.		15th of each month	
Sub-assembly Test Reports			45 days after task completion	
Environmental Acceptance Test Reports	3/ea.		As completed	
Final Report, Environmental Testing of Camera	20		45 days after completion of this phase	
Final Engineering Report	20		45 days after completion of program	
Interim Drawings	1/ea.		As completed	
Final drawings	1 set		45 days after completion of program	
<p><u>DELIVERY:</u></p>				
<p>Deliveries hereunder shall be in conformance with that as specified on pages 6 thru 11 of Enclosure 1 of Itek Corp. proposal and specifications SI-9103-58-2h dated 31 October 1958, as modified by Itek Corp. letter 9103-58-100 dated 29 December 1958.</p>				

LOCKHEED AIRCRAFT CORPORATION**MISSILE SYSTEMS DIVISION**

Sunnyvale, California

CHANGED PURCHASE ORDER

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ITEX CORPORATION
700 CENTRAL AVENUE
ROCKFORD 15, ILL.

REQUEST NO.

D 1081, 35112

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE
			<u>Quantity</u>	<u>Date</u>
Item 1 - Systems Management Services as defined in Appendix A			Job	5/1/58 - 10/31/59
Item 2 - Design and Fabricate camera and cassette space utilization mockup in accordance with Appendix B and C				
Camera Mockup Space	1			6/21/58
	1			7/7/58
Cassette Mockup Space	1			6/21/58
	1			7/7/58
Item 3 - Design and fabricate camera and cassette weight and balance mockup in accordance with Appendix D and E				
Camera Mockup, Weight and Balance	1			7/12/58
	1			7/19/58
Cassette Mockup, Weight and Balance	1			7/12/58
	2			7/19/58
Item 4 - Design and fabricate a thermal mockup of the camera and cassette to simulate the heat transfer conditions of the equipment				
Camera and Cassette Mockup, Thermal	1			8/15/58
Item 5 - Lens Weight and Balance Mockup	1			7/15/58
Lens Cell for Test				
Two for IIA (aluminum)	2			8/15/58
Two for IIB (aluminum)	2			1/15/59
Lens Cells for Environmental Test				
Two for shock, acceleration, vibration (aluminum)	2			9/1/58
Two for temperature, altitude, humidity (steel)	2			9/1/58
One preliminary cell for kinematic analysis (magnesium)	1			8/15/58
Item 6 -	1			12/13/58
	1			2/7/59

LOCKHEED AIRCRAFT CORPORATION

MISSILE SYSTEMS DIVISION

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NUMBER

100-9, Amendment No. 1

REQUEST NO.

B 1084, 35112

ITE CORPORATION
700 COMMONWEALTH AVENUE
DOSTON 15, MASS.

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE
			<u>Quantity</u>	<u>Date</u>
Item 7 -			1	1/31/59
			1	2/11/59
			1	3/11/59
			1	4/11/59
			1	5/18/59
			1	5/16/59
			1	5/30/59
			1	7/1/59
			1	7/18/59
			1	8/19/59
			1	9/9/59
			1	9/12/59
Item 8 -			1	9/13/58
			2	9/20/58
			2	9/27/58
			1	10/11/58
			2	10/23/58
			2	11/30/58
			2	12/7/58
			1	12/27/58
			1	1/3/59
			1	1/31/59
			1	2/11/59
			2	2/28/59
			1	3/24/59
Item 9 -			15	8/27/58
			25	9/5/58
			10	9/12/58
			10	9/19/58
Item 10 -			1	10/11/58
Item 11 -			1	10/26/58
			1	11/23/58
			1	11/30/58
			1	12/21/58
			1	1/1/59
			2	2/8/59
			2	3/15/59
			1	4/19/59

*-First three units not flight qualified.

*-These units are essentially the same as deliverable units but will not have been qualified and will not include transit cases.

LOCKHEED AIRCRAFT CORPORATION**MISSILE SYSTEMS DIVISION**

Sunnyvale, California

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REQUEST NO.

D-100, 30112

IBM CORPORATION
700 COMMONWEALTH AVENUE
BOSTON 15, MASS.

ITEM	QUANTITY	UNIT	DESCRIPTION	Quantity	Date
Item 12 -				1	1/19/59
				1	5/17/59
				2	6/22/59
Item 13 -				Job	5/1/58 - 12/1/58
Item 14 -				1	11/17/58
Item 15 -				2	1/31/59
Item 16 -				1	2/7/59
Item 17 -				1	1/15/59
				1	1/21/59
				1	2/15/59
Item 18 -				1	1/31/59
				1	2/28/59
				1	3/11/59
				1	4/11/59
Item 19 -				2	1/31/59
				3	2/15/59
Item 21 -				2	12/15/58
Item 22 -					
Items 7, 8				6	Concurrent with first flight units.
				6	Within 2-1/2 months after initial flight deliveries.
Items 15, 17					Concurrent with equipment deliveries.
Item 23 - Provide spare parts in accordance with lists contained in Appendix E					Within 30 days of delivery of flight units
Item 24 -				1 for each fabricated camera-flight units only	Concurrent with equipment deliveries.
***This unit is essentially the same as the other units to be delivered but will not have been qualified and will not include a transit case.					

LOCKHEED AIRCRAFT CORPORATION**MISSILE SYSTEMS DIVISION**

Sunnyvale, California

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100-9, Amendment No. 1

REQUEST NO.

D-100L, 35112

THE CORPORATION
700 COLUMBIA AVE
BOSTON 15, MASS.

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE
Item 25 -			<u>Quantity</u> 1 for each fabri- cated cassette - flight units only	<u>Date</u> Concurrent with equipment de- liveries
Item 26 -			1 for each fabri- cated test console less console for Itak	Concurrent with equipment deliveries
Item 27 -			Training, Orientation, Test Support Field Support	9/1/58 - 12/31/58 1/1/59 - 10/31/59
Item 28 -			Job	Thru comple- tion of tests
Item 29 -			Equipment and facilities to support the test program described in Appendix Q and P, "MIG II Test Program."	12/1/58
Item 30 -			Job	9/15/58 - 12/31/58
Item 32 -			As specified in Appendix T	As required
Item 33 -			Cassette Fixture and Controls	1 each 12/15/58
Item 34 -			Inner Cignal Static Simulator	1 each 12/21/58
<u>CONTRACTOR FURNISHED MATERIAL:</u>				
Lockheed Aircraft Corporation, Missile Systems Division, shall furnish or cause to be furnished the items of GSB or GSD listed below by the dates indicated:				
Item 1 -			Cassette installed fixture to be assembled with a camera for use in the Dynamic Simulator	by 2/1/59
Item 2 -			Velocity sensing fixtures WIC Part No. 789M025 (to be transferred from Air Force Contract No. AF 33(038)21250)	by 10/1/58
Item 3 -			Rolls of 70 mm film, as described in the following listing:	To meet the specified schedule

LOCKHEED AIRCRAFT CORPORATION

MISSILE SYSTEMS DIVISION

Sunnyvale, California

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REQUEST NO.

D 1001, 35112

LOCKHEED CORPORATION
 700 CHRYSLER AVENUE
 BOSTON 15, MASS.

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE
<u>Operational Needs</u>			<u>Amount</u>	<u>Date</u>
<u>Type</u>				
S.O. 1188			6 spools at 3500'	2/28/59
S.O. 1188			7 spools at 7000'	2/28/59
S.O. 1188			12 spools at 7000'	6/27/59
S.O. 1221			6 spools at 3500'	2/28/59
S.O. 1221			7 spools at 7000'	2/28/59
S.O. 1221			12 spools at 7000'	6/27/59
<u>Testing Needs</u>			<u>Amount</u>	<u>Date</u>
<u>Type</u>				<u>Remarks</u>
S.O. 1188	1	spool at 1000'	9/20/58	For use at FCIC
S.O. 1188	3	spools at 7000'	9/20/58	For use at FCIC
S.O. 1188	4	spools at 7000'	10/11/58	For use at FCIC
S.O. 1188	4	spools at 7000'	11/29/58	For use at FCIC
S.O. 1188	4	spools at 7000'	2/7/59	For use at FCIC
S.O. 1221	1	spool at 1000'	9/20/58	For use at FCIC
S.O. 1221	3	spools at 7000'	9/20/58	For use at FCIC
S.O. 1221	4	spools at 7000'	10/11/58	For use at FCIC
S.O. 1221	4	spools at 7000'	11/29/58	For use at FCIC
S.O. 1221	4	spools at 7000'	2/7/59	For use at FCIC
S.O. 1221	4	spools at 7000'	9/27/58	For use at FCIC
Dummy	5	spools at 7000'	10/11/58	For use at FCIC
Dummy	6	spools at 7000'	11/29/58	For use at FCIC
Dummy	6	spools at 7000'	12/20/58	For use at FCIC
Dummy	3	spools at 7000'	2/7/59	For use at FCIC
S.O. 1188	1	spool at 7000'	10/11/58	For use at INK
S.O. 1188	3	spools at 7000'	11/29/58	For use at INK
S.O. 1188	2	spools at 7000'	12/6/58	For use at INK
S.O. 1188	3	spools at 7000'	1/10/59	For use at INK
S.O. 1221	1	spool at 7000'	10/11/58	For use at INK
S.O. 1221	2	spools at 7000'	11/29/58	For use at INK
S.O. 1221	3	spools at 7000'	12/6/58	For use at INK
S.O. 1221	2	spools at 7000'	1/10/59	For use at INK
Dummy	2	spools at 7000'	9/20/58	For use at INK
Dummy	3	spools at 7000'	10/11/58	For use at INK
Dummy	3	spools at 7000'	11/29/58	For use at INK
Dummy	3	spools at 7000'	12/20/58	For use at INK
Dummy	3	spools at 7000'	2/7/59	For use at INK

LOCKHEED AIRCRAFT CORPORATION**MISSILE SYSTEMS DIVISION**

Sunnyvale, California

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100-9, Amendment No. 1

REQUEST NO.

B 1084,35112

LOCK CORPORATION**700 CENTRAL AVENUE****BOSTON 15, MASS.**

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE
<u>Testing Needs (continued)</u>				
<u>Type</u>		<u>AMOUNT</u>	<u>Date</u>	<u>Remarks</u>
S.O. 1188	5	spools at 7000'	12/13/58	For use at Prime
S.O. 1183	5	spools at 7000'	3/11/59	For use at Prime
S.O. 1221	5	spools at 7000'	12/13/58	For use at Prime
S.O. 1221	5	spools at 7000'	3/11/59	For use at Prime
Dummy	6	spools at 7000'	11/28/58	For use at Prime
S.O. 1188	1	spool at 7000'	12/1/58	For drop test
S.O. 1188	1	spool at 7000'	11/8/58	For drop test
S.O. 1188	1	spool at 7000'	11/22/58	For drop test
S.O. 1188	1	spool at 7000'	12/6/58	For drop test
S.O. 1221	1	spool at 7000'	12/1/59	For drop test
	1	spool at 7000'	11/8/58	For drop test
	1	spool at 7000'	11/22/58	For drop test
	1	spool at 7000'	12/6/58	For drop test
<u>SHIPPING, PACKING & CRATING:</u>				
All shipments shall be packed and crated in accordance with applicable specifications for the protection of delicate instrumentation in transit or in accordance with all carriers' tariffs. Contractor shall be responsible to deliver all shipments to the carriers' docks and forward them collect via bonded air freight to the address to be supplied by [REDACTED]				
<u>FUNDS AUTHORIZED:</u>				
Funds authorized for the performance of the work specified hereunder are as follows:				
	Estimated Cost		\$4,086,260.00	
	Fixed Fee		171,340.00	
	Total Cost		\$4,257,600.00	
<u>CONFIDENTIALITY:</u>				
All correspondence, including reports, invoices, bills of material, etc., which is transmitted via U. S. Government mail shall be addressed to [REDACTED] Palo Alto, California. All reports and contractual correspondence or documents, however, shall be directed to the attention of [REDACTED] on contents or on an inner envelope.				

LOCKHEED AIRCRAFT CORPORATION**MISSILE SYSTEMS DIVISION**

Sunnyvale, California

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REQUEST NO.

D 1084, 39112

ITEK CORPORATION
700 CRYSTAL AVENUE
BOSTON 15, MASS.

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE
<p><u>ANTICIPATORY COSTS:</u></p> <p>All costs not exceeding \$2,600,000.00, which have been incurred in anticipation of this contract and which costs would be considered as allowable costs hereunder subsequent to the issuance hereof, shall be considered allowable subject to the final acceptance by the Contracting Officer as allowable costs.</p> <p><u>OVERTIME:</u></p> <p>Authorization is hereby given for a two shift operation and overtime up to and including 72 hours per work week per shift by Fairchild Camera & Instrument Corp. through 1 November 1958 and 60 hours per week single shift by Fairchild Camera & Instrument Corp. subsequent to 1 November 1958 through completion of work in the performance of work hereunder as a subcontractor to Itek Corp. Authorization is hereby given for a single shift operation up to and including 60 hours per work week per employee by Itek Corporation from inception through 1 November 1958 and 54 hours per work week from 1 November 1958 to completion. Overtime in excess of 54 hours per week by Itek Corp. prior to definitization of this subcontract shall be collected and identified to items of work authorized hereunder and presented to IAMD for approval not later than January 1, 1959. Further, Itek shall not incur overtime beyond that authorized herein without the prior written consent of IAMD in advance of incurrence, with the exception of necessary continuation of work in process which shall be given post-approval by IAMD when submitted and if fully justified. It is mandatory, however, that an advance estimate of anticipated overtime in any given month be supplied to James R. Lynch through the correspondence channels indicated above at least one week in advance of the calendar month for which the estimate is prepared.</p> <p><u>USE OF GOVERNMENT FACILITIES:</u></p> <p>It is understood that the proposal covering the performance of work hereunder is predicated upon the no charge use of Government facilities under Air Force Contract AF 33(600)-39172.</p> <p><u>SINGLE SOURCE PROCUREMENTS:</u></p> <p>In recognition of the crash nature of the program authorized hereunder, permission is hereby granted to purchase items on a single source basis, even though it may not be a sole source item, in order to expedite receipt of the item or items requested. However, this procedure should not be used except in well-documented instances and shall be avoided wherever possible. Notwithstanding the approval given hereby, good, sound purchasing policies and procedures should be followed in all procurement, including the necessary documentation.</p>				

Page Denied

ARTICLE 50 - ALTERATIONS (CONTINUED)

1. In all instances herein where Contractor is required to contact, communicate with, or direct documents, reports, invoices, etc., to or through the Contracting Officer, Contractor is hereby directed to refer all such matters in connection therewith to Lockheed, attention James R. Lynch, for disposition instructions or forwarding to Contracting Officer, if required, with the exception of those matters dealing with the maintenance of proper security. Under no conditions is Contractor to contact Contracting Officer or his duly appointed representative(s) other than on matters of security without the prior approval of Lockheed.
2. In line 9 of paragraph a. under ARTICLE 5 - ALLOWABLE COSTS AND FIXED FEE, between the words "costs" and "as," add the words "and fee as applicable."

- 3(a) Delete subparagraphs a. and b. of ARTICLE 6 - PAYMENT AND REIMBURSEMENT in their entirety and in lieu thereof insert the following:

"a. Payment of the fixed fee provided for herein and reimbursement of allowable costs shall be made upon the basis of invoices submitted to Lockheed, which shall be in such form and detail as Lockheed may require and shall be supported by statements of costs incurred by Contractor in the performance of this subcontract and claimed to constitute allowable costs.

"b. The originals and two copies of such invoices covering allowable costs and fixed fee, certified by an officer or other responsible official of the Contractor authorized by it to certify such statements, shall be submitted to Lockheed for approval and three additional copies shall be submitted to Lockheed for forwarding to the cognizant Government auditing agency. The original and two copies of such invoices, bearing the certification of an officer or other responsible official of the Contractor, shall be forwarded to Lockheed but not more frequently than once every thirty (30) days (or at more frequent intervals if approved by Lockheed). Within thirty (30) days after receipt and acceptance of such invoices, Lockheed shall make payment of such allowable costs plus eighty-five percent (85%) of the accrued fixed fee, as such fixed fee may be adjusted from time to time pursuant to Article 3 (Changes). Accrual of such fixed fee shall be based upon the percentage of the performance of the work actually done hereunder as determined from estimates made by Contractor and approved by Lockheed. Upon completion of this subcontract, including execution of the release called for in Article 7 (Release Provisions) hereof, and the furnishing of the documents, data and reports called for in Article 26 (Patent Rights) hereof, the unpaid balance of the fixed fee, as the same may have been adjusted from time to time, shall be paid to Contractor. All payments of allowable costs made pursuant hereto shall be subject to adjustment from time to time as a result of audit by the cognizant United States auditing agency, which adjustments shall be recognized and accepted by Contractor to the extent that such

Page Denied

ARTICLE 50 - ASSURANCE (CONTINUED)**5. (e) Add the following paragraphs i. and j. under ARTICLE 8 - INSPECTION AND CORRECTION OF DEFECTS:**

"i. For purposes of compliance with the provisions of paragraph c. above of this ARTICLE 8, notwithstanding any provisions to the contrary appearing herein, the Contractor may retain Government property for a period no later than twelve (12) months after final acceptance by the Government, or for such period as may be necessary for correction or replacement of supplies as may be required by Lockheed or the Government hereunder, whichever is later."

"j. Except as provided in this Article and as may be provided in the Schedule, the Contractor shall have no obligation or liability to correct or replace supplies or lots of supplies which at the time of delivery are defective in material or workmanship or otherwise not in conformity with the requirements of this contract."

6. (a) On page 25 in lines 1 and 3 of subparagraph b. (1) of ARTICLE 26 - PATENT RIGHTS, delete "Lockheed and."**(b) At the end of subparagraph (i) of paragraph d. in ARTICLE 26 - PATENT RIGHTS, add the following:**

"A copy of any patent application filed hereunder shall be mailed to Lockheed. The contents of such patent application shall not be disclosed by Lockheed to anyone outside of Lockheed other than the Government."

(c) Paragraph d., item (ii)(B) - delete the following, which begins on line 1:

"...subject to the reservation of the license granted by Contractor to Lockheed pursuant to paragraph (b) of this Article and..."

(d) In line 13 of sub-subparagraph (B) of subparagraph (ii) of paragraph d. of ARTICLE 26 - PATENT RIGHTS, delete the word "Further."**(e) Add the following to subparagraph (iii) of paragraph d. of said ARTICLE 26:**

"...provided, however, that the contents of such patent application shall not be disclosed by Lockheed to anyone outside of Lockheed other than the Government;"

(f) Delete the phrase "Lockheed and" appearing in two places of subparagraph (v) of paragraph b. of said ARTICLE 26.**(g) Paragraph e., item (iii) - delete in line 8 the words "and Lockheed together;" in line 9, the words "and Lockheed" and in line 11, the words "or Lockheed's."**

Page Denied

ARTICLE 50 - ALLEGATIONS (CONTINUED)

11. "ARTICLE 51 - DISPUTES (CONTINUED)"

pursuing any right or remedy it may have at law or in equity in any court of competent jurisdiction. Pending final decision of any dispute hereunder, Contractor shall proceed diligently with the performance of this subcontract and in accordance with the decision appealed from."